

**AMENDMENT NO. 1**  
**to the**  
**INTERCONNECTION AGREEMENT**

**between**  
**Aero Communications**  
**and**

**Kentucky Alltel, Inc. as successor to Verizon South, Inc. (GTE of the SOUTH, Inc.)**

This Amendment No. 1 (the "Amendment") is made this 27th day of May 2005 (the "Amendment Effective Date"), by and between Aero Communications ("CLEC"), a Kentucky corporation with its principal place of business at 1301 Broadway, Paducah, Kentucky and Kentucky Alltel Inc., a Delaware corporation ("Alltel") with its principal place of business at One Allied Drive, Little Rock, AR 72202. (Aero Communications and Alltel may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the Commonwealth of Kentucky.

**WITNESSETH:**

**WHEREAS**, CLEC and Alltel (as successor to Verizon South, Inc./GTE of the South, Inc. are Parties to an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996 a copy of which is attached hereto as Exhibit 1, the ("Interconnection Agreement"); and

**WHEREAS**, on February 4, 2005, the FCC released an Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 (the "TRRO") setting forth rules that supplanted, effective March 11, 2005, the temporary rules set forth by an FCC Order on August 20, 2004 in the above referenced dockets; and

**WHEREAS**, in light of these developments, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act") and Section 4.0 of the Interconnection Agreement, wish to amend the Interconnection Agreement in order to give contractual effect to the provisions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment to the Agreement.

Attachment 5 Unbundled Network Elements is amended to include the following provisions:

87.7.1 DS1 Loop Caps. Alltel is not obligated to provide CLEC more than ten (10) DS1 unbundled loops to any single building (the "DS1 Cap"). CLEC will cease ordering DS1 unbundled loops with respect to a building once CLEC has already obtained ten (10) DS1 unbundled loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at Alltel's option it may accept the order and fulfill a request for DS1 unbundled loop(s) in excess of the DS1 Cap as a Special Access circuit in accordance with Alltel's Intrastate Special Access tariff and applicable Special Access charges will apply to CLEC for such DS1 loop(s) as of the date of provisioning.

87.7.2 Alltel will provide written notice to CLEC in the event CLEC has more than ten (10) DS1 unbundled loops to any single building as of the effective date of this amendment. Within thirty (30) calendar days following the date of such notice, CLEC will submit requests to disconnect or convert the unbundled loops exceeding the DS1 Cap to Special

Access circuits. All unbundled loops converted to Special Access will be billed applicable Special Access charges as listed in and be subject to the provisions of the Alltel Intrastate Special Access tariff.

- 87.11.1 DS3 Loop Caps. Alltel is not obligated to provide CLEC more than one (1) DS3 unbundled loop to any single building (the "DS3 Cap"). CLEC will cease ordering DS3 unbundled loops with respect to a building once CLEC has obtained one (1) DS3 unbundled loop at the same building. If, notwithstanding this Section, CLEC submits such an order, at Alltel's option, it may accept the order, but fulfill the requested DS3 unbundled loop(s) in excess of the DS3 Cap as a Special Access circuit in accordance with Alltel's Intrastate Special Access tariff and applicable Special Access charges and the provisions of the applicable tariff will apply to CLEC for such DS3 loop(s) as of the date of provisioning.
- 87.11.2 Alltel will provide written notice to CLEC in the event CLEC has more than one (1) DS3 unbundled loop to any single building as of the effective date of this Amendment. Within thirty (30) calendar days following the date of such notice, CLEC will submit requests to disconnect or convert to Special Access the unbundled loops exceeding the DS3 Cap. All unbundled loops converted to Special Access will be billed applicable Special Access charges and be subject to the provisions of the Alltel Intrastate Special Access tariff.
- 90.1 Alltel shall provide CLEC with access to UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such Alltel must provide UNE DS1 Dedicated Transport under this Amendment only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are no longer available as UNEs under this Amendment. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Dedicated Transport on such route(s).
- 90.2 Alltel shall provide CLEC with access to UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such Alltel must provide UNE DS3 Dedicated Transport under this Amendment only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are no longer available as UNEs under this Amendment. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Dedicated Transport on such route(s).

Attachment 5 Unbundled Network Elements is amended to repeal and replace the following provision:

- 90.0 Wire Center "Tiers" -- wire centers are classified into three "tiers," as follows:
- (i) Tier 1 Wire Centers are those Alltel wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those Alltel tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLEC. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.
- (ii) Tier 2 Wire Centers are those Alltel wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

(iii) Tier 3 Wire Centers are those Alltel wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

Attachment 5 Unbundled Network Elements is amended to remove the following provisions:

89.1, 89.2, 89.3

Appendix A is amended to remove the following unbundled network elements:

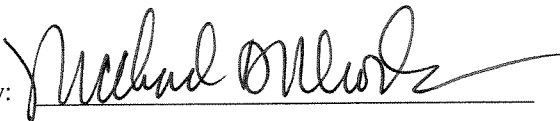
Local Switching  
Common Transport

2. Miscellaneous Provisions.

- 2.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
- 2.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 2.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment, and, except to the extent set forth in this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Kentucky ALLTEL, Inc.

By: 

Printed: Michael D. Rhoda

Title: Vice President – Business Development

Aero Communications

By: 

Printed: Todd Heinrich

Title: CEO